

dairy feed contained corn feed meal and nabisco meal, or a similar product, which were not declared, and did not contain corn gluten feed and rice bran, which were declared. The protein content of the said portion was 20.1 per cent. The remainder of the Big Flo dairy feed contained ground corn, a dried milk product, and a material of the nature of cookie refuse, which were not declared, and did not contain rice bran and corn gluten feed, which were declared. The protein content was 22.40 per cent.

Adulteration of the Sure Pay scratch feed was alleged in the information for the reason that a substance, to wit, screenings consisting of clover seeds and weed seeds, had been substituted in part for the article.

Misbranding was alleged for the reason that the statements in the labelings, to wit, "Made From—Cracked Corn, Wheat, Barley, Oats, Buck Wheat, Milo And Sunflower Seed," regarding the Sure Pay scratch feed, "Big Flo Dairy Feed Guaranteed Analysis Protein 24% \* \* \* Made From Wheat Bran, Standard Wheat Middlings, Linseed Oil Meal Alfalfa Meal Cottonseed Meal Gluten Feed" and "compounded from the following ingredients: Wheat Bran, Standard Wheat Middlings, Old Process Linseed Oil Meal, Corn Gluten Feed, Cottonseed Meal, Rice Bran, Alfalfa Meal and ½ of 1% Salt," regarding the Big Flo dairy feed, "Made From—Corn Feed Meal, Oat Shorts, Ground Oats, Corn Germ Meal, Reground Oat Feed And Recleaned Ground Wheat Screenings" and "Guaranteed Analysis Protein 10% Crude Fiber 12%," regarding the Cee-O-Bee chop feed, and "Guaranteed Analysis Protein 16%, Fiber 12%, Fat 4%, Made From Bran, Standard Middlings, Gluten Feed, Cotton Seed Meal, Wheat Barley & Kaffir Screenings, Rice Bran, Molasses, And ½ Of 1% Salt," with regard to the Rep dairy feed, were false and misleading, in that the said statements represented that the article was made solely from the ingredients declared on the respective labels, that the Big Flo dairy feed contained 24 per cent of protein, that the Cee-O-Bee chop feed contained 10 per cent of protein and not more than 12 per cent of fiber, and that the Rep dairy feed contained 16 per cent of protein, 4 per cent of fat, and 12 per cent of fiber, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it was made solely from the ingredients declared on the respective labels, that the Big Flo dairy feed contained 24 per cent of protein, that the Cee-O-Bee chop feed contained 10 per cent of protein and not more than 12 per cent of fiber, and that the Rep dairy feed contained 16 per cent of protein, 4 per cent of fat, and 12 per cent of fiber, whereas the articles were not made solely from the ingredients declared on the respective labels but did contain certain ingredients not declared and did not contain certain ingredients declared, the Big Flo dairy feed contained less than 24 per cent of protein, the Cee-O-Bee chop feed contained less than 10 per cent of protein and more than 12 per cent of fiber, and the Rep dairy feed contained less than 16 per cent of protein, less than 4 per cent of fat, and more than 12 per cent of fiber.

On March 2, 1925, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$250 and costs.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

**13185. Adulteration of tankage. U. S. v. United Bi-Products Co., a Corporation. Plea of guilty. Fine, \$50 and costs. (F. & D. No. 19303. I. S. Nos. 4913-v, 8846-v.)**

On February 10, 1925, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the United Bi-Products Co., a corporation, Chicago, Ill., alleging shipment by said company, in violation of the food and drugs act, in two consignments, namely, on or about July 30 and October 27, 1923, respectively, from the State of Illinois into the State of Indiana, of quantities of tankage which was adulterated. The article was labeled in part: (Bag) "100 Lbs. Net Success Brand Digester Tankage \* \* \* Guaranteed Analysis Protein 60% \* \* \* Ingredients Meat, Blood and Bone Manufactured By United Bi-Products Co. Kansas City—Chicago—East St. Louis."

Examination of the article by the Bureau of Chemistry of this department showed that it contained a small amount of hoof meal and also an appreciable amount of plant tissues, indicating stomach contents. Analysis by said bureau

of a sample from the consignment of July 30, 1923, showed that the said consignment contained approximately 56.35 per cent of protein.

Adulteration of the article was alleged in the information in that substances, to wit, hoof meal and stomach contents, had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength and had been substituted in part for digester tankage made solely from meat, blood, and bone, which the said article purported to be. Adulteration was alleged with respect to the product consigned July 30, 1923, for the further reason that a product deficient in crude protein, in that it contained less than 60 per cent of crude protein, had been substituted for a product guaranteed to contain 60 per cent of crude protein, which the said article purported to be.

On March 2, 1925, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$50 and costs.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

**13186. Adulteration of canned salmon. U. S. v. 485 Cases of Salmon. Tried to the court. Judgment for the Government. Decree of condemnation entered. Product released under bond to be salvaged.** (F. & D. No. 17293. I. S. No. 6120-v. S. No. C-3902.)

On February 16, 1923, the United States attorney for the Northern District of Alabama, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 485 cases of salmon, at Birmingham, Ala., alleging that the article had been shipped by the Kelley-Clarke Co., from Seattle, Wash., about December 8, 1922, and transported from the State of Washington into the State of Alabama, and charging adulteration in violation of the food and drugs act. The article was labeled in part: (Can) "Action Brand Pink Salmon Distributed By Kelley-Clarke Co. Seattle, Wash., \* \* \* Contents 1 Lb."

Adulteration of the article was alleged in the libel for the reason that it consisted wholly or in part of a decomposed animal substance.

On January 21, 1925, the Southern Alaska Canning Co. having appeared as claimant for the property, the case came on for trial before the court. After the submission of evidence and arguments of counsel, judgment of condemnation was entered, and it was ordered by the court that the product be released to the claimant upon the execution of a bond in the sum of \$1,000, in conformity with section 10 of the act, conditioned in part that it be salvaged and the unfit salmon removed from the good salmon, before the said product be again placed in interstate commerce as a food for human consumption.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

**13187. Adulteration and misbranding of butter. U. S. v. 30 Boxes of Butter. Consent decree of condemnation and forfeiture. Product released under bond.** (F. & D. No. 19873. I. S. No. 14102-v. S. No. E-5148.)

On February 26, 1925, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 30 boxes of butter, remaining in the original unbroken packages at Philadelphia, Pa., consigned by the Minnesota Cooperative Creameries Assn., Duluth, Minn., alleging that the article had been shipped from Duluth, Minn., on or about February 17, 1925, and transported from the State of Minnesota into the State of Pennsylvania, and charging adulteration and misbranding in violation of the food and drugs act.

Adulteration of the article was alleged in the libel for the reason that a substance deficient in fat and containing excessive water had been substituted wholly or in part for the said article and had been mixed and packed therewith so as to reduce, lower, and injuriously affect its quality and strength. Adulteration was alleged for the further reason that a valuable constituent of the article, butterfat, had been wholly or in part abstracted.

Misbranding was alleged for the reason that the article was an imitation of or offered for sale under the distinctive name of another article.

On March 10, 1925, Mads Sendergaard having appeared as claimant for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$1,000, in conformity with section 10 of the act, the terms of said bond requiring in part that the product be reconditioned in accordance with the ruling of this department.

R. W. DUNLAP, *Acting Secretary of Agriculture.*